matter of expert witnesses who were originally regarded as amici curiæ and were called generally by the court. 3 Chamberlayne on Evidence, §§ 2376, 2552."

In the principal case the court, in reference to a charge therein given in the trial court, held that it is error, in a prosecution for murder, for the court, after having on its own motion called an alienist and examined him, to instruct that the testimony of such witness was admirably lucid, and used the following language in commenting thereon, "The general tone of this commendation of the witness is much warmer and stronger than is consistent with that moderation and reserve of expression which is enjoined upon a trial judge. Powell *v.* Railroad, 68 N. C. 395; Withers *v.* Lane, 144 N. C. 184, 56 S. E. 855. While the learned judge had the right to call the expert witness to the stand, he had no right to throw into the jury box the weight of his own good opinion of the witness. It was well calculated to weigh heavily against the prisoner."

Insurance—Defense of Suicide—Directing Verdict—Parish v. The Order of U. C. T. of A., U. S. C. C. A. 4th Ct. Feb. 2, 1916.—In the principal case, the suit was brought by the beneficiary of an insurance police, and upon a special plea by defendant that as the insured had committed suicide there could be no recovery, both parties asked for a directed verdict, but the district judge submitted the question on the evidence to the jury. In the principal case the plaintiff maintained that the District Judge should have held and charged as a matter of law that the evidence did not exclude all reasonable hypothesis that the shooting was accidental, and the verdict should be for the plaintiff. The court after reviewing the evidence said: "We cannot doubt that these facts might well exclude in the minds of reasonable men any other inference than that the deceased intentionally shot himself; and that the issue was properly submitted to the jury."

Upon a review of the authorities on this point the court used the following language: "In Cosmopolitan Life Ins. Co. *v.* Koegal, 104 Va. 619, 52 S. E. 166, the Supreme Court of Appeals states the rule that 'where the evidence of self-destruction is circumstantial the defendant fails unless the circumstances exclude with reasonable certainty any hypothesis of death by accident or by the act of another.' We cite a few of the many authorities holding this rule to be now unquestioned and re-stating it in different forms. Travelers' Ins. Co. *v.* McConkey, 127 U. S. 661; Life Ins. Co. of Va. *v.* Hairston, 108 Va. 832, 62 S. E. 1057; Metropolitan Life Ins. Co. *v.* DeVault, 109 Va. 392, 63 S. E. 982; So. Alt. Life Ins. Co. *v.* Hurt, 115 Va. 498, 79 S. E. 401; Cochran *v.* Mutual Life Ins. Co., 79 Fed. 46; Fidelity & Casualty Co. *v.* Egbert, 84 Fed. 410; Tackman *v.* Brotherhood of Am. (Iowa), 8 L. R. A. 974, 106 N. W. 350; Cady *v.* Fidelity & Cas-

ualty Co. (Wis.), 17 L. R. A. 260, 113 N. W. 967; Wilkinson *v.* Ætna Life Ins. Co., 240 Ill. 205, 25 L. R. A. 1256, 88 N. E. 550; Krogh *v.* Modern Brotherhood of Am., 153 Wis. 397, 45 L. R. A. 404, 141 N. W. 276; Bohaker *v.* Travelers' Ins. Co., 215 Mass. 32, 46 L. R. A. 543, 102 N. E. 342; Boynton *v.* Equitable Life Ins. Soc., 29 Sou. 490; Mallory *v.* Travelers' Ins. Co., 7 Am. Rep., 410.

In the Virginia cases and all others to which we have referred the question was not whether the jury should have been directed to find for the plaintiff, but whether a verdict in favor of the plaintiff should be set aside on the ground that the evidence conclusively proved suicide. In view of the frequency of suicide it cannot be doubted that some courts have gone very far in applying the rule of presumption against it; but all the authorities agree that although the presumption is against suicide, and the defendant must take the burden of showing it by clear and satisfactory evidence, and that the jury should be so instructed, yet where there is evidence so tending to support the defense of suicide that reasonable men might differ as to whether the inference of suicide or accidental death should be drawn, then the inference must be drawn by the jury and not the court.

We find no clearer statement of the test required by common sense than that thus given in Life Ins. Co. of Va. *v.* Hairston, supra, by the Supreme Court of Appeals of Virginia speaking through Judge Keith: 'We are of opinion that the defense of suicide should be established by clear and satisfactory proof, such as is required to establish frauds.'" (See Acts of 1916, ch. 99, p. 158, changing the law on this subject).

Interpleader—Right to Interplead Adverse Claimants—Pardee & Curtin Lumber Co. v. Odell et al. W. Va., 88 S. E. 419.—An agreement between seller and purchaser of timber taken by the former from a particular tract of land, the right and title to which is in controversy, that the purchaser shall hold the purchase money until such controversy is settled between the conflicting claimants by suit or otherwise, and not imposing any duty upon the purchaser in respect to such suit or settlement, constitutes a complete defense to such purchaser when sued by the seller for the purchase money, before the controversy between such conflicting claimants has been settled or judicially determined as contemplated by the contract, and such purchaser cannot by bill of interpleader or a bill in the nature of a bill of interpleader implead one of said claimants from whom he has previously purchased and paid for the same timber, and under whom he is occupying the lands on which that and other timber purchased is situated, and compel the claimants of said land and timber to litigate their title to land and timber in such suit. Under such circumstances the essential elements or conditions for a bill of interpleader are not present.